

## OPTION TO PURCHASE EASEMENT

THIS OPTION TO PURCHASE EASEMENT (this "**Agreement**") is made and entered into as of February 8, 2022 (the "**Effective Date**"), by and between **135 CIRCUIT DRIVE LLC**, a Rhode Island limited liability company with a mailing address at 92 Falcon Ridge Drive, Exeter, Rhode Island 02822 ("**Seller**"), and **REVOLUTION WIND LLC**, a Delaware limited liability company, with a mailing address at c/o Eversource Energy, 47 Station Drive, SE-250, Westwood, Massachusetts 02090 ("**Buyer**"). Buyer and Seller are also each referred to as a "**Party**", and collectively as "**Parties**" herein.

### RECITALS:

**WHEREAS**, Seller is the fee owner of that certain real property, together with improvements thereon, located at 135 Circuit Drive, North Kingstown, Rhode Island and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Property**"); and

**WHEREAS**, Seller desires to grant Buyer an option to purchase a perpetual easement for construction and operation of an underground high-voltage electric transmission line and related appurtenances, together with access thereto ("**Easement**") and Buyer desires to acquire from Seller an option to purchase the Easement, on the terms and conditions set forth herein; and

**WHEREAS**, Seller and Buyer are parties to a similar Option to Purchase Easement dated December 23, 2020 (the "**2020 Option**").

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto, it is hereby agreed as follows:

1. Option to Purchase. Seller, having full legal power and authority to do so, hereby grants to Buyer an exclusive option to purchase the Easement (the "**Option**") for the Purchase Price (as defined in Section 2 below). The Option shall run with the land and shall bind Seller, its successors, assigns and successors in title for the duration of the Option Period (defined below). The Easement is more fully described in Exhibit A-1 attached hereto and incorporated herein.

1.1 Term of Option; Extension. The term of the Option shall commence on the Effective Date and shall expire at 5:00 P.M. Eastern Time on December 31, 2022 (the "**Option Period**"). Buyer may exercise the Option at any time during the Option Period, by written notice to Seller, as provided in Section 1.4. Buyer may terminate the Option at any time by giving a written notice to Seller, and such termination shall be effective on the date of receipt by Seller of the Buyer's termination notice (the "**Termination Date**"). Upon termination of the Option by Buyer, Buyer shall execute and deliver to Seller the original of the Option Termination Agreement in the form attached hereto as Exhibit C.

1.2 Buyer shall have the right to extend the Option Period by notice given to Seller not less than thirty (30) days prior to the expiration of the Option Period, for an additional period of up to twelve (12) months, such additional period to be specified in the extension notice (the "**Extension Period**").

1.3 Consideration for Option. Buyer shall pay during the Option Period as consideration for the Option a fee of [REDACTED] ("Option Fee"), with the first Option Fee due on the first day of the calendar month following the Effective Date and all subsequent Option Fees due on the first day of each subsequent calendar month thereafter, until the Option is exercised or terminated by Buyer as set forth in Section 1.1 above. In order to avoid an unintended forfeiture of the Option, if Seller does not receive any Option Fee on the date on which it becomes due and payable, Seller shall provide a written notice thereof to Buyer, and Buyer shall thereupon have a cure period of five (5) business days after receipt of Seller's written notice to pay the Option Fee then due and payable. In the event Buyer fails to pay the Option Fee within such five-business day period, then Seller's sole and exclusive remedy shall be the right to terminate this Agreement and retain the Option Fees paid prior to such termination.

1.4 Exercise of Option. To exercise the Option, Buyer shall provide a written notice of such exercise to Seller at any time during the Option Period or the Extension Period, as applicable (the "**Exercise Notice**"). The date such notice is deemed effective in accordance with Section 10.6 shall be deemed the date of exercise of the Option (the "**Exercise Date**"). Should Buyer exercise the Option, this Agreement shall be automatically converted into the purchase and sale agreement between Seller and Buyer for the Easement on the terms and conditions set forth herein, and thereafter Seller and Buyer shall consummate the sale on the terms set forth herein.

2. Purchase Price. If Buyer exercises the Option during the Option Period, as the same may be extended, the purchase price (the "**Purchase Price**") for the Easement shall be [REDACTED] and shall be paid by wire transfer of immediately available federal funds through the Escrow Agent (as defined in Section 12 below) (the amount to be paid under this Section 2 is called hereinafter the "**Closing Payment**"). The Option Fees shall not be credited against the Purchase Price.

3. Title Matters.

3.1 Title Report. At Closing, Seller shall convey and transfer to Buyer such good and clear record and marketable title to the Easement as will enable the Title Company (defined in Section 11.10 below) to issue to Buyer, at Buyer's expense, an ALTA Owner's Policy of Title Insurance covering the Easement, in the full amount of the Purchase Price, subject only to Permitted Encumbrances (defined below).

3.2 Additional Title Matters. Between the Effective Date and the Closing Date no new title matter not existing and shown on the Updated Title Documents, shall have arisen, unless the same is a Permitted Encumbrance (defined below) or is, to Buyer's sole satisfaction, discharged or insured over in Buyer's title policy at Closing or is otherwise acceptable to Buyer ("**Additional Title Matter**"). Any violation of this Section by Seller shall be considered as a breach by Seller, and Buyer's remedies shall be governed by Section 7.2.

3.3 Permitted Encumbrances. Any title matters accepted by Buyer following receipt and review of the title commitment shall constitute "**Permitted Encumbrances.**" In addition, the following title matters shall also constitute "**Permitted Encumbrances**": (i) all non-delinquent property taxes and assessments, and (ii) all matters created by or on behalf of Buyer.

4. Closing Procedure. The closing (the “**Closing**”) of the sale and purchase herein provided shall occur on the Closing Date. The Closing shall take place at the offices of the Title Company in Providence, Rhode Island, or as otherwise agreed to in writing by both Seller and Buyer, and may be conducted by electronic exchange of signed documents and funds, with the original executed documents delivered to the Escrow Agent for recording with the relevant real estate registry. If any date on which the Closing would occur by operation of this Agreement is not a business day in Providence, Rhode Island then the Closing shall occur at the location agreed upon on the next business day in Providence, Rhode Island.

4.1 Closing Deliveries. The parties shall deliver to the Escrow Agent the following:

4.1.1 Seller Deliveries. At least one (1) business day prior to the Closing Date, Seller shall deliver (or cause to be delivered) to the Escrow Agent the following:

(a) An Easement Agreement, duly executed and acknowledged by Seller and substantially in the form of Exhibit D attached hereto (the “**Easement Agreement**”);

(b) Any corporate or other authorization documents necessary to record the Easement Agreement;

(c) A certification by Seller that all representations and warranties made by Seller in Section 6.1 of this Agreement are true and correct on the Closing Date;

(d) A Certificate of Good Standing for the Seller from the Rhode Island Secretary of State;

(e) A non-disturbance agreement in recordable form from Seller’s mortgage lender as of the Closing Date on such mortgage lender’s form reasonably satisfactory to Buyer; and

(f) All other instruments and documents reasonably required by Buyer and/or the Title Company to effectuate this Agreement and the transactions contemplated hereby, including, without limitation, a closing statement describing the sources and uses of funds in connection with the Closing.

4.1.2 Buyer Deliveries. At least one (1) business day prior to the Closing Date (except as to the Closing Payment, which shall be delivered no later than 12 noon Eastern Time on the Closing Date), Buyer shall deliver to the Escrow Agent the following:

(a) The Easement Agreement, duly executed and acknowledged by Buyer;

(b) The Closing Payment by wire transfer of immediately available federal funds;

(c) Evidence reasonably satisfactory to Seller and the Escrow Agent respecting the due organization of Buyer and the due authorization and execution by Buyer of the documents required to be delivered hereunder; and

(d) Such additional and customary documents as may be reasonably required by the Title Company in order to consummate the transaction hereunder.

4.1.3 Mutual Deliveries. At least one (1) business day prior to the Closing Date, Buyer and Seller shall mutually execute and deliver (or cause to be executed and delivered, in counterparts) to the Escrow Agent a closing statement reflecting the Purchase Price and any costs.

4.1.4 Real Estate Bar Association Clause. Any matter which is the subject of a title or practice standard of the Real Estate Bar Association for Rhode Island at the Closing shall be governed by said title or practice standard to the extent applicable.

4.1.5 Expenses. Regardless of whether the transactions contemplated hereby are consummated, each Party will pay all its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, without limitation, (1) all costs and expenses stated herein to be borne by a Party, and (2) all of their respective accounting, consulting, legal and appraisal fees and expenses. Buyer, in addition to its other expenses, shall pay at Closing (i) all recording charges incident to the recording of the Easement Agreement, (ii) premiums for any coverage under Buyer's title insurance policy for the Easement, and (iii) survey costs. Seller, in addition to its other expenses, shall pay at Closing any applicable deed excise taxes and realty transfer taxes. The provisions of this Section shall survive the Closing and shall otherwise not merge into any instrument or conveyance delivered at the Closing.

5. Condemnation or Taking. In the event of the commencement of a proceeding for the condemnation or taking by eminent domain by any government entity (collectively, a "**Taking**") of any portion of the Easement prior to the Closing, Seller shall promptly give Buyer written notice thereof. Buyer shall have the election, in its sole discretion, exercisable within thirty (30) days after delivery of the Seller's notice, to terminate this Agreement by written notice to Seller. If Buyer so elects, then this Agreement shall terminate and be of no further force and effect, and the parties shall have no further rights, obligations, or liabilities hereunder. If Buyer does not elect to terminate this Agreement pursuant to this provision, then the sale of the Easement shall be consummated at the Purchase Price without reduction, and Seller shall pay over or assign to Buyer all of Seller's right, title, and interest in and to all awards recovered or recoverable on account of the Taking.

6. Representations, Warranties and Covenants.

6.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer that:

(a) Due Authority. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Seller are and on the Closing Date will be duly authorized, executed and delivered by and are binding upon Seller. Seller is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Rhode Island and is duly authorized and qualified to do all things required of it under this Agreement. Seller has the capacity and authority to enter into this Agreement and consummate the transactions herein provided without the consent or joinder of any other party.

(b) No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Seller does not and will not conflict with, or result in the breach of, any terms or provisions of, or constitute a default under, or result in the creation or imposition of any Lien, charge, or encumbrance upon any of the property or assets of the Seller by reason of the terms of any contract, mortgage, Lien, lease, agreement, indenture, instrument or judgment to which Seller is a party or which is or purports to be binding upon the Seller or which otherwise affects Seller or any of the Property.

(c) Foreign Person. Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code.

6.2 Cooperation by Seller. Seller understands that Buyer is acquiring the Easement for the purposes of constructing and operating thereon an electrical transmission line and related facilities. Seller agrees to reasonably cooperate with Buyer, at Buyer's request, and at no out of pocket cost to Seller, with Buyer's development of the Easement for its intended uses. Furthermore, Seller agrees that neither Seller nor any affiliate of Seller will, directly or indirectly, oppose or support those opposing the proposed development of the Easement for Buyer's uses in any forum or in media. This provision shall survive the Closing.

6.3 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that:

(a) Due Authority. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Buyer are and on the Closing Date will be duly authorized, executed and delivered by and are binding upon Buyer. Buyer is a Delaware limited liability company, duly organized and validly existing and in good standing under the laws of such state and is duly authorized and qualified to do all things required of it under this Agreement. Buyer has the capacity and authority to enter into this Agreement and consummate the transactions herein provided without the consent or joinder of any other party.

(b) No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer does not and will not conflict with, or result in the breach of, any terms or provisions of, or constitute a default under any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a party. The execution and delivery of this Agreement and the documents contemplated herein, and the performance of the transactions contemplated hereby and thereby do not and will not contravene any provision of the operating agreements of the Buyer, any judgment, order, decree, writ or injunction issued against or binding upon Buyer, or any provision of any Laws applicable to Buyer.

6.4 Covenant of Buyer. Buyer agrees to restore and repave as appropriate any areas of the Property disturbed or impacted by Buyer's construction. In addition, upon completion of Buyer's construction activities, Buyer, at its expense, will mill and pave the parking lot on the Property with a three-inch (3") overlay of asphalt. These obligations shall survive the Closing.

## 7. Remedies.

7.1 Buyer Default. If, after the Exercise Date, Buyer breaches or fails to complete the purchase of the Easement or to perform any obligations and covenants under this Agreement

("Buyer Default"), then Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain the Option Fees as full liquidated damages for such Buyer's default, whereupon this Agreement shall terminate and the parties shall have no further rights or obligations hereunder. In no event shall Buyer be liable for any consequential or punitive damages. Notwithstanding the foregoing, a Buyer Default shall not have occurred until the expiration of ten (10) business days following delivery of written notice to Buyer specifying the nature of the Buyer Default and Buyer's failure to cure the alleged Buyer Default within such ten (10) business days; provided, however, if the nature of Buyer Default is such that more than ten (10) business days are reasonably required for its cure, then it shall not be deemed a Buyer Default if Buyer commences such cure within said ten (10) business day period and thereafter diligently prosecutes such cure to completion.

7.2 Seller Default. If Seller breaches or fails to complete the sale of the Easement or to perform any obligations and covenants under this Agreement ("Seller Default"), then, unless Buyer elects to waive any such Seller Default, Buyer may, as Buyer's sole and exclusive remedy hereunder, (i) enforce specific performance of this Agreement against Seller or (ii) terminate this Agreement. Buyer's election of remedies shall be made by Buyer in its sole discretion. The provisions of this Section shall survive Closing or the earlier termination of this Agreement.

8. Buyer's Access. As of the Effective Date and during the term of this Agreement, Seller hereby grants to Buyer, its agents, contractors and consultants, upon 24 hours prior telephonic or e-mail notification, reasonable and necessary access that Buyer may desire to review and inspect all aspects of the Easement, including but not limited to all physical conditions, environmental conditions and geotechnical reports and studies, title, surveys, zoning and land use requirements, taxes, assessments and other conditions relating to the Easement and the physical condition thereof, to ascertain that all are acceptable to the Buyer in its sole judgment in all respects; provided, however, that Buyer's access and inspections shall not interfere with Seller's operations at the Easement. Buyer shall repair any damage to the Easement caused to the Easement as a result of Buyer's access and inspections hereunder, and shall indemnify Seller against any loss, cost, damage or claim actually incurred by Seller and caused by Buyer's access and inspections. Buyer shall have the right to conduct environmental testing of the soil as may be required: (1) pursuant to any Environmental Land Use Restriction and Soil Management Plan applicable to the Easement; (2) by a specific mandate of the Rhode Island Department of Environmental Management; or (3) to meet standards for waste manifesting and disposal, if applicable. Buyer shall give Seller prior written notice specifying the requested testing, including a reasonable protocol that meets all regulatory requirements for such testing before any such testing is undertaken. Prior to such time as any Buyer's representatives enter upon the Land, Buyer shall (A) obtain policies of general liability insurance which insure Buyer and Seller with liability insurance limits of not less than \$2,000,000 combined single limit for personal injury and property damage, and name Seller as an additional insured, and (B) provide Seller with certificates of insurance evidencing that Buyer has obtained the aforementioned policies of insurance. In conducting any inspections, investigations, or tests of the Land, Buyer and its agents and representatives shall: (i) comply with all applicable laws; (ii) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Land; and (iii) not permit any liens to attach to the Land by reason of the exercise of its rights hereunder. Buyer shall bear the cost of all such inspections or tests.

9. As-is, Where-is Condition. Except as otherwise expressly provided in this Agreement, the sale of the Easement hereunder is and will be made on an “**AS IS, WHERE IS**” basis. Seller has not made, does not make and specifically negates and disclaims any representations, warranties or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future of, as to, concerning or with respect to the Easement or any other matter whatsoever, except as expressly set forth herein.

10. Miscellaneous.

10.1 Brokers. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that such party has not dealt with any real estate broker with respect to the transaction set forth in this Agreement, and there are no real estate brokers, salesman or finders involved in this transaction who would be entitled to a commission, finder's fee or other compensation with respect to this transaction. If a claim for a commission, finder's fee or other compensation in connection with this transaction is made by any other broker, salesman or finder claiming to have dealt by, through or on behalf of one of the parties hereto, such party shall indemnify, defend and hold harmless the other party and such other party's partners, members, managers, directors, officers, shareholders, employees, agents, advisors and affiliates, and their respective successors and assigns, from all losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs through all trial and appellate levels), damages, liens, claims, actions and causes of action arising or resulting from or relating to such claim for compensation. The foregoing indemnities shall survive the Closing and execution and recording of the Easement Agreement.

10.2 Limitation of Liability. Notwithstanding anything to the contrary contained herein, the direct and indirect shareholders, partners, members, trustees, officers, directors, employees, agents and security holders of the parties are not assuming any, and shall have no, personal liability for any obligations of the Parties hereto under this Agreement.

10.3 Exhibits; Entire Agreement; Modification. All exhibits attached and referred to in this Agreement are hereby incorporated herein as if fully set forth in (and shall be deemed to be a part of) this Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters. This Agreement may not be modified or amended except by written agreement signed by both parties.

10.4 Governing Law. This Agreement shall be construed and enforced in accordance with the Laws of the State of Rhode Island.

10.5 Successors and Assigns. Buyer may assign its rights, obligations and interest in this Agreement to any other person or entity, without first obtaining Seller's prior written consent. Such an assignment shall not relieve Buyer from any liability or obligations under this Agreement. In the event of a proposed assignment of its rights, obligations and interest in this Agreement in which Buyer seeks to be relieved from any liability or obligations under this Agreement, Buyer shall first obtain Seller's prior written consent to such an assignment. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and are binding upon the successors and assigns of the parties.

10.6 **Notices.** Any notice, demand, request, consent, approval, disapproval, or certificate which a Party is required to give the other Party under this Agreement (each, a “**Notice**”) shall be in writing and given by (i) certified mail, postage prepaid and return receipt requested, (ii) personal delivery or (iii) Federal Express or a similar nationwide over-night delivery service providing a receipt for delivery. Notices may not be given by facsimile, telegram, telex or e-mail. All Notices shall be addressed as follows:

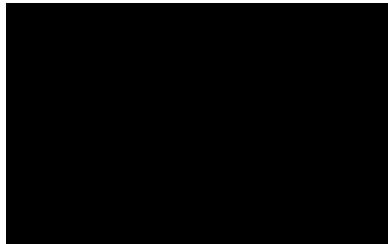
To Buyer:

Revolution Wind LLC  
c/o Eversource Energy  
107 Selden Street  
Berlin, CT 06037  
Attn: Jerry P. Fortier, Director, Project Controls, Engineering  
Telephone: (860) 728-4639  
[jerry.fortier@eversource.com](mailto:jerry.fortier@eversource.com)

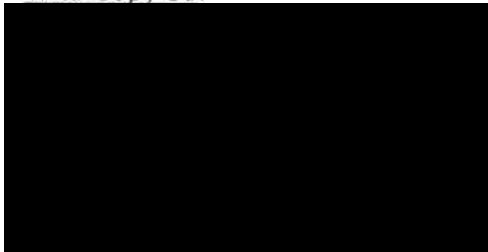
With copy to:

Neven Rabadjija, Esq.  
Eversource Energy Service Company  
800 Boylston Street, 17<sup>th</sup> Floor  
Boston, MA 02199  
Telephone: 617-242-2223  
[Neven.Rabadjija@eversourcce.com](mailto:Neven.Rabadjija@eversourcce.com)

To Seller:



With Copy To:



Service of any such Notice shall be deemed effective on the day of actual delivery (whether accepted or refused) as evidenced the addressee’s return receipt if by certified mail, or as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs on a Saturday, Sunday or a national holiday, then such notice or demand so made shall be deemed



effective on the first business day after the day of actual delivery. Either Party may change its address by giving reasonable advance written notice of its new address in accordance with the methods described in this Section.

10.7 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

10.8 Memorandum of Option. This Agreement shall not be recorded in any public record. Notwithstanding the foregoing, upon execution of this Agreement, Seller and Buyer shall execute and shall cause to be recorded in the North Kingstown Land Evidence Records a Memorandum of Option in the form attached hereto in Exhibit B.

10.9 Confidentiality. No press release or other public disclosure regarding the terms of this Agreement or the transaction contemplated hereby shall be made without the prior written consent of Buyer and Seller. However, either Party shall have the right to make public disclosures required by any Laws.

10.10 Acceptance of Easement Agreement. The execution and delivery of the Easement Agreement by Seller to Buyer shall be deemed full compliance by Seller of all of Seller's obligations under this Agreement except for those obligations of Seller which are specifically stated to survive the Closing hereunder.

10.11 Counterparts; Delivery. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. The delivery of an executed counterpart of this Agreement by facsimile or as a PDF or similar attachment to an e-mail shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

10.12 Submission not an Offer or Option. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Seller or Buyer to enter into an agreement to grant the Option or to sell or purchase the Easement, and neither Party shall be bound to the other with respect to any such purchase and sale until an agreement satisfactory to the Buyer and Seller in their sole discretion is executed and delivered by both Seller and Buyer.

10.13 Arbitration. Any dispute arising under this Agreement that the Parties cannot resolve by discussion among authorized representatives for a period of thirty (30) days shall be decided by binding and non-appealable arbitration before a single arbitrator pursuant to the commercial arbitration rules of JAMS. Following a demand for arbitration by either Party after the expiration of the thirty-day discussion period, the parties shall have five (5) business days to agree upon an arbitrator. If the parties cannot agree upon an arbitrator within such period, then either Party may request that JAMS appoint an arbitrator. The decision of such arbitrator shall be final, and either Party may apply to a court of competent jurisdiction for the confirmation thereof. The

prevailing Party in such arbitration shall be entitled to reimbursement of its reasonable attorney's fees and costs, expert witness fees and arbitration fees. The parties agree that any such arbitration must be completed within thirty (30) days of appointment of the arbitrator.

10.14 No Reliance. Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller or its brokers or agents to Buyer in connection with the transaction contemplated hereby. Buyer acknowledges and agrees that all materials, data and information delivered by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and that any reliance on or use of such materials, data or information by Buyer shall be at the sole risk of Buyer.

10.15 2020 Option. The 2020 Option remains in full force and effect, provided, however, that Buyer may only exercise this Option or the option contained in the 2020 Option.

11. Certain Defined Terms. As used herein:

11.1 **"Closing Date"** shall mean the date on which the Closing occurs hereunder, which date shall be a date selected by the Parties in writing, but not later than sixty (60) days after the issuance of a final, non-appealable approval by the Rhode Island Energy Facilities Siting Board (**"Approval"**), except to the extent Seller and Buyer may agree in writing otherwise.

11.2 **"Escrow Agent"** shall mean the Title Company.

11.3 **"Governmental Entity"** shall mean any United States national, federal, state, provincial, municipal or local government, governmental, regulatory or administrative authority, agency, board, instrumentality or commission or any court, tribunal, or judicial body.

11.4 **"Laws"** shall mean any binding domestic or foreign laws, statutes, ordinances, rules, resolutions, regulations, codes or executive orders enacted, issued, adopted, promulgated, applied, or hereinafter imposed by any Governmental Entity, including, without limitation, building, zoning and environmental protection, as to the use, occupancy, subdivision, development, conversion or redevelopment of the Property.

11.5 **"Lien"** shall mean any lien, mortgage, pledge, security interest or other encumbrance securing any debt or obligation.

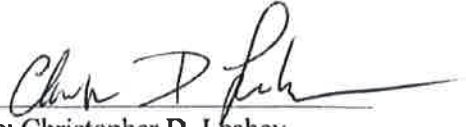
11.6 **"Title Company"** shall mean Fidelity National Title Insurance Company, or another national title insurance company selected by Buyer and reasonably acceptable to Seller.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**SELLER:**

**135 CIRCUIT DRIVE LLC**

By:   
Name: Christopher D. Leahey  
Title: *Managing Member*

**BUYER:**

**REVOLUTION WIND LLC**

By:   
Name: *Salvatore Giuliano*  
Title: *Manager of Real Estate*

**EXHIBITS**

EXHIBIT A	Description of the Property
EXHIBIT A-1	Description of the Easement
EXHIBIT B	Memorandum of Option
EXHIBIT C	Option Termination Agreement
EXHIBIT D	Easement Agreement

## **EXHIBIT A**

### **DESCRIPTION OF THE PROPERTY**

Beginning at a point on the westerly line of Circuit Drive, said point being 1109.91' southerly from the intersection of the westerly line of Circuit Drive and the southerly line of Roger Williams Way, as measured along the westerly line of Circuit Drive and as established by RI State Highway Plat #2200;

thence running westerly, bounded northerly by land now or formerly of Rhode Island Economic Development Corporation for a distance of four hundred ninety-five and sixteen hundredths (495.16) feet to a concrete bound at a corner;

thence turning an interior angle of 90° 00' 00" and running southerly, bounded westerly by land now or formerly of Rhode Island Economic Development Corporation, for a distance of one hundred and ninety-four and seventy-four hundredths (194.74) feet to a concrete bound set on the northeasterly street line of Camp Avenue;

thence turning an interior angle of 119° 39' 42" and running southeasterly along the northeasterly line of Camp Avenue for a distance of sixty-three and twenty-four hundredths (63.24) feet to a point of curvature;

thence curving right on the northeasterly line of Camp Avenue and easterly line of Shore Acres Drive along the arc of a curve having a radius of 100.00 feet, a central angle of 72° 46' 38" and length of 127.02 to a point of tangency;

thence running southwestwardly along the northeasterly line of Shore Acres Road for a distance of two hundred twenty-seven and ninety-two hundredths (227.92) feet to a concrete bound at a corner;

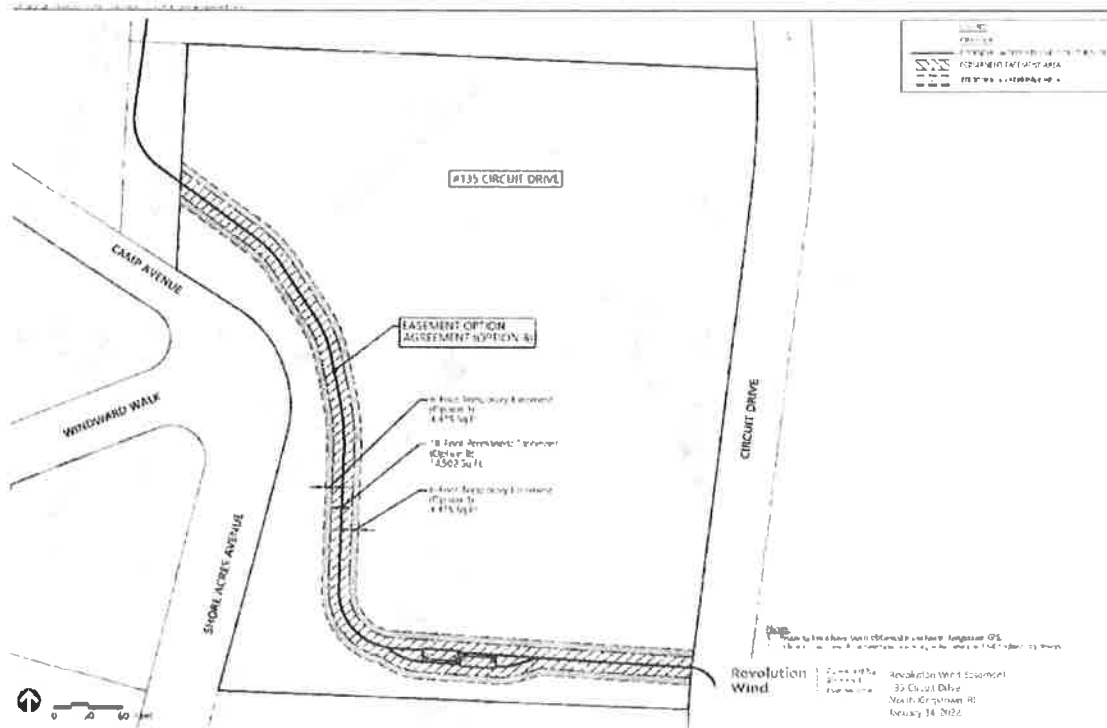
thence turning an interior angle of 77° 20' 20" and running easterly bounded southerly by land now or formerly of Rhode Island Economic Development Corporation for a distance of four hundred eight and fifty-seven hundredths (408.57) feet to a point marked by a concrete bound in the westerly line of Circuit Drive;

thence curving to the right along the arc of a curve on the westerly line of Circuit Drive, said curve having a radius of 525.00 feet, a central angle of 4° 39' 22" and a length of 42.66 feet to a point of curvature;

thence continuing northerly along the westerly line of Circuit Drive for a distance of four hundred nine and fifty-three hundredths (409.53) feet to a granite bound at a point of tangency;

thence running northerly along the westerly line of Circuit Drive, curving to the left along the arc of a curve with a radius of 625.00, a central angle of 9° 35' 38" and an arc length of 104.65 to the point and place of beginning, the chord of this curve forming an interior angle of 90° 21' 47" with the first described course.

# **EXHIBIT A-1** **DESCRIPTION OF THE EASEMENT**



**EXHIBIT B**

February \_\_, 2022

**MEMORANDUM OF OPTION TO PURCHASE**

**135 CIRCUIT DRIVE LLC**, a Rhode Island limited liability company, with an address at 98 Falcon Ridge Drive, Exeter, Rhode Island 02822 ("Optionor") and **REVOLUTION WIND LLC**, a Delaware limited liability company with an address at \_\_\_\_\_ ("Optionee") have executed that certain Option to Purchase Agreement dated \_\_\_\_\_ (the "Option Agreement"), under which Optionor granted to Optionee the right to purchase the Optioned Easement (the "Option") under the terms and conditions set forth in the Option Agreement, the essential terms of which are as follows:

1. Optioned Easement. [Insert description of Easement]
2. Option Period. The date of the Option Agreement until December 31, 2022, unless sooner exercised or terminated, as set forth in the Option Agreement.
3. Right to Extend Option Period. One (1) extension of twelve (12) months.
4. Closing. If Optionee exercises its Option within the Option Period, the closing shall occur on the Closing Date, as defined in the Option Agreement. At the closing, Optionee shall pay the Purchase Price, as defined in the Option Agreement.
5. Leases and Encumbrances. During the Option Period, Optionor has no right to grant leases or other encumbrances on the Optioned Premises without the prior consent of the Optionee.
6. Assignment. Optionee has the right to assign its rights under the Option Agreement, as set forth in the Option Agreement.

In the event of any conflict between the provisions of this Memorandum of Option to Purchase and the Option Agreement, the terms and conditions of the Option Agreement shall control.

Witness the execution under seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

**OPTIONOR:**

**135 CIRCUIT DRIVE LLC**

By: \_\_\_\_\_

Name: Christopher D. Leahey

Title: Managing Member

**REVOLUTION WIND LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

, SS.

Notary Public  
My commission expires:

, SS.

Notary Public  
My commission expires:

**EXHIBIT C**

**[FORM OF]**

**OPTION TERMINATION AGREEMENT**

**REVOLUTION WIND LLC**, a Delaware limited liability company, with an address at \_\_\_\_\_ ("Optionee") and **135 CIRCUIT DRIVE LLC**, a Rhode Island limited liability company, with an address at 98 Falcon Ridge Drive, Exeter, Rhode Island 02822 ("Optionor"), as parties to that certain Option to Purchase Agreement dated \_\_\_\_\_, 2022 (the "Option Agreement"), a memorandum of which is recorded in the Land Evidence Records of the Town of Exeter in Book \_\_\_\_\_, Page \_\_\_\_\_, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree to terminate the Option Agreement and Optionee does hereby release to Optionor its right, title and interest created by the Option Agreement in that certain parcel of land known and numbered as 135 Circuit Drive, North Kingston, Rhode Island 02852, and being \_\_\_\_\_ on a plan entitled "\_\_\_\_\_", dated \_\_\_\_\_, prepared by \_\_\_\_\_, and recorded with the \_\_\_\_\_ Registry of Deeds in Plan Book \_\_\_\_\_, Plan \_\_\_\_\_. For title see Deed of \_\_\_\_\_, dated \_\_\_\_\_ and recorded with said Land Evidence Records in Book \_\_\_\_\_, Page \_\_\_\_\_

Optionor does hereby release to Optionee any security held by Optionor relating to the Option Agreement.

Witness the execution under seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**OPTIONOR:**

**OPTIONEE:**

**135 CIRCUIT DRIVE LLC**

**REVOLUTION WIND LLC**

By: \_\_\_\_\_  
Name: Christopher D. Leahey  
Its: Managing Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



## **EXHIBIT D**

After recording, please return to:

### **EASEMENT AGREEMENT**

**EASEMENT AGREEMENT** (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between **135 CIRCUIT DRIVE LLC**, a Rhode Island limited liability company having an address of 98 Falcon Ridge Drive, Exeter, Rhode Island 02822 (the "Grantor"), and **REVOLUTION WIND LLC**, a Delaware limited liability company having an address c/o Eversource Energy, 47 Station Drive, SE-250 Westwood, Massachusetts 02090 (the "Grantee").

### **WITNESSETH THAT:**

WHEREAS, the Grantor is the owner of certain property, together with all improvements thereon, located at 135 Circuit Drive, North Kingstown, Rhode Island and more particularly described in Exhibit A attached hereto (the "Property").

WHEREAS, Grantor desires to grant to Grantee a perpetual easement for construction and operation of an underground high-voltage transmission line and related appurtenances and Grantee desires to acquire from Grantee such an easement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. The Grantor does hereby give, grant, transfer and convey to the Grantee, its legal representatives, grantees, successors, assigns, with quitclaim covenants, a perpetual exclusive commercial easement in gross (1) to erect, install, construct, reconstruct, replace, repair, maintain, use, operate, inspect and patrol an underground electric ductbank and splice vault system for the transmission of high and low voltage electric current, including underground wires and lines for communication, signal and control purposes, under a strip of land located on the Property and more particularly described on Exhibit B attached hereto (the "Easement Area"), which lines may consist of (a) conduits, pipes or ducts and manholes, with wires, cable and ground wires installed within the same, or of wires, cables and ground wires buried in the ground, or of combinations of all or any of the same, together with (b) all necessary foundations, supporting structures, hardware, fittings, equipment and appurtenances and (c) such culverts and ways of access as may be reasonably necessary for the convenient construction, operation, maintenance, inspection and patrolling of said lines (the "Facilities"); (2) to construct such Facilities, or any of them, at any time hereafter and at the same or different times and to renew, add to, replace, remove and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area; (3) to clear and keep clear by physical, chemical or other means the Easement Area or any part thereof of trees underbrush, buildings or other structures; (4) to remove or trim at any time trees located on land outside of the Easement Area now owned by the Grantor which in the judgment of the Grantee may endanger said lines or the operation thereof; and (5) to enter upon and to pass along the

Easement Area and across adjoining lands of the Grantor, on foot and by vehicle, for all of the above purposes, utilizing for such purposes any service roads or parking areas on such adjoining land of the Grantor from time to time, to the greatest extent possible, and grade the Easement Area, as reasonably required.

2. Grantor Undertakings. The Grantor, for the Grantor and the Grantor's successors in title to the premises, covenants and agrees with the Grantee, its successors and assigns, that neither the Grantor nor any of said successors in title will (i) use or alter the Easement Area or change the present grade or ground level of the surface thereof by excavation, filling or otherwise in any manner that may endanger or interfere with the operation or maintenance of the Facilities or disturb any of the Facilities; or (ii) do any other act which may be inconsistent with or unreasonably interfere with the rights and easements herein granted.

3. Ownership of Facilities. It is understood and agreed that the Facilities, whether or not attached to the Property, shall remain the property of the Grantee and that the Grantee shall pay all taxes assessed thereon.

4. Maintenance and Repair. The Grantee, its agents and contractors shall have the right to enter upon the Property for the purposes of constructing, repairing, replacing, removing and maintaining the Facilities, at its expense, at any time upon prior notice during business hours of at least twenty four (24) hours (except in emergencies when notice is not required) which notice shall include a description of the scope and nature of the work to be performed. Any disturbances to the Property and/or Easement Area caused by any such entry shall be promptly repaired by Grantee in a workmanlike manner.

5. No Interference. The Grantor covenants not to take nor permit any action to be taken on, under or with respect to the Easement Area which will unreasonably impede, interfere with or prevent the exercise of the rights and the performance of the obligations of the Grantee hereunder.

6. Indemnification and Insurance. The Grantor shall indemnify and hold harmless the Grantee from and against any and all action, causes of action, suits, claims, demands, obligations, damages and liabilities, of any nature whatsoever, including court costs and reasonable attorneys' fees, arising from the failure of the Grantor to perform its obligations hereunder or to comply with the terms and conditions of this Agreement. The Grantee shall indemnify and hold harmless the Grantor from and against any and all action, causes of action, suits, claims, demands, obligations, damages and liabilities, of any nature whatsoever, including court costs and reasonable attorneys' fees, arising from the exercise of the Grantee's rights or performance of its obligations hereunder.

The Grantee shall obtain and at all times maintain, at its own cost and expense, a policy or policies of general liability insurance on an occurrence basis, and pollution legal liability, on a claims made or occurrence basis, or their equivalents, with respect to the activities permitted pursuant to the terms of this Agreement, such policies having minimum limits of not less than Five Million (\$5,000,000.00) Dollars for death or injury per occurrence in the aggregate and Two Million (\$2,000,000.00) Dollars for property damage per occurrence in the aggregate as respects general liability insurance and Two Million Dollars (\$2,000,000.00) for death or injury and cleanup costs per occurrence in the aggregate for pollution legal liability insurance. Both policies shall name the Grantor and any mortgagee of the Grantor as an additional insured parties and contain a waiver of subrogation in favor of the Grantor and any such mortgagee. All such policy or policies shall be issued by companies having a Best's rating of not less than A/XII. An insurance certificate, evidencing such coverage and requiring thirty (30) days prior written notice to the Grantor and any mortgagee of any cancellation or termination of such insurance, shall be forwarded to the Grantor contemporaneous with execution of this Agreement and within thirty (30) days of policy renewals

or expiration. Such limits as required under this Section 6 Indemnification and Insurance can be met through a combination of primary and excess limits of liability.

If applicable, any contractor (or affiliate of such contractor) of Grantee shall require their respective subcontractors and vendors to obtain and maintain pollution legal liability insurance consistent with the provisions set forth above.

7. No Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any land to the general public or for any public use or purpose whatsoever. Except as specifically set forth herein, no right, privilege or immunity of any party shall inure to the benefit of any third party nor shall any third party be deemed to be a beneficiary of this Agreement. It is specifically agreed that the only parties who may enforce this Agreement are the parties hereto and their grantees, successors and assigns.

8. Successors and Assigns. The terms of this Agreement and all covenants and easements set forth in this Agreement shall constitute covenants and easements running with, and appurtenant to, the land affected thereby. All terms, covenants and easements of this Agreement shall be binding upon and inure to the benefit of each of the Grantor and the Grantee and their respective grantees, successors and assigns. Failure of the Grantee, or its grantees, successors and assigns to comply with the terms of this Agreement (including, but not limited to the requirements to maintain insurance as provided herein) shall entitle the Grantor (and its grantees, successors and assigns), after written notice to the Grantee (or its grantees, successors or assigns) of such failure and the continuance of such failure for thirty (30) days thereafter, to terminate this Agreement.

9. Removal. If this Agreement is terminated as provided above, Grantee at its expense shall remove all Facilities on the Property and restore the Property to its approximate original condition that existed before the Grantee installed the Facilities. Such removal shall be accomplished within one (1) year of termination.

10. Miscellaneous. This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall be governed by the laws of the State of Rhode Island. Any notices hereunder shall be deemed given if sent by certified mail, return receipt requested, or U.S. express mail or similar private delivery service to the parties at their addresses set forth in the first paragraph hereof.

[Signatures continued on next page]

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Agreement as of the day and year first written above.

Grantor:

**135 CIRCUIT DRIVE LLC**

By: \_\_\_\_\_

Christopher D. Leahey  
Managing Partner

Grantor:

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

On \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Christopher D. Leahey, the Managing Member of 135 CIRCUIT DRIVE LLC, a Rhode Island limited liability company, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, in his capacity as aforesaid, and the free act and deed of said limited liability company. Before me.

\_\_\_\_\_  
Notary Public

Print Name

My Commission expires \_\_\_\_\_

**REVOLUTION WIND LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Grantee:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Revolution Wind LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, in his capacity as aforesaid, and the free act and deed of said limited liability company. Before me.

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My Commission expires \_\_\_\_\_

## EXHIBIT A

### Legal Description of Property

Beginning at a point on the westerly line of Circuit Drive, said point being 1109.91' southerly from the intersection of the westerly line of Circuit Drive and the southerly line of Roger Williams Way, as measured along the westerly line of Circuit Drive and as established by RI State Highway Plat #2200;

thence running westerly, bounded northerly by land now or formerly of Rhode Island Economic Development Corporation for a distance of four hundred ninety-five and sixteen hundredths (495.16) feet to a concrete bound at a corner;

thence turning an interior angle of  $90^{\circ} 00' 00''$  and running southerly, bounded westerly by land now or formerly of Rhode Island Economic Development Corporation, for a distance of one hundred and ninety-four and seventy-four hundredths (194.74) feet to a concrete bound set on the northeasterly street line of Camp Avenue;

thence turning an interior angle of  $119^{\circ} 39' 42''$  and running southeasterly along the northeasterly line of Camp Avenue for a distance of sixty-three and twenty-four hundredths (63.24) feet to a point of curvature;

thence curving right on the northeasterly line of Camp Avenue and easterly line of Shore Acres Drive along the arc of a curve having a radius of 100.00 feet, a central angle of  $72^{\circ} 46' 38''$  and length of 127.02 to a point of tangency;

thence running southwestly along the northeasterly line of Shore Acres Road for a distance of two hundred twenty-seven and ninety-two hundredths (227.92) feet to a concrete bound at a corner;

thence turning an interior angle of  $77^{\circ} 20' 20''$  and running easterly bounded southerly by land now or formerly of Rhode Island Economic Development Corporation for a distance of four hundred eight and fifty-seven hundredths (408.57) feet to a point marked by a concrete bound in the westerly line of Circuit Drive;

thence curving to the right along the arc of a curve on the westerly line of Circuit Drive, said curve having a radius of 525.00 feet, a central angle of  $4^{\circ} 39' 22''$  and a length of 42.66 feet to a point of curvature;

thence continuing northerly along the westerly line of Circuit Drive for a distance of four hundred nine and fifty-three hundredths (409.53) feet to a granite bound at a point of tangency;  
thence running northerly along the westerly line of Circuit Drive, curving to the left along the arc of a curve with a radius of 625.00, a central angle of  $9^{\circ} 35' 38''$  and an arc length of 104.65 to the point and place of beginning, the chord of this curve forming an interior angle of  $90^{\circ} 21' 47''$  with the first described course.

# **EXHIBIT B** **Plan of Easement Area**

